



201204110061

Skagit County Auditor

4/11/2012 Page 1 of 10 2:46PM

Recording Requested By And  
When Recorded Mail To:

Skagit County  
Public Works Department  
Attn: Emily Derenne  
1800 Continental Place  
Mount Vernon, Washington 98273

SKAGIT COUNTY  
Contract # C20120144  
Page 1 of 10

DOCUMENT TITLE: **TEMPORARY EASEMENT**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Skagit Land Trust**, a Washington non-profit corporation.

GRANTEE(S): **Skagit County**, a political subdivision of the State of Washington.

ABBREVIATED LEGAL DESCRIPTION: A temporary easement located within a portion of the northwest ¼ of the northwest ¼ lying north of the John Gripp Road east of a line 510 feet east of and parallel with the west boundary line of said section south of a line 330 feet south of and parallel with the north boundary line of said section and west of a line 835 feet east of and parallel with the west boundary line of said section 3 except that portion thereof conveyed to the County by deed recorded under AF#832888.

ASSESSOR'S TAX / PARCEL NUMBER(S): **P35707** and **P35708** (Xref ID: 350403-2-010-0000 and Xref ID: 350403-2-011-0009)

**TEMPORARY EASEMENT**

*(For riparian restoration work under the Natural Resource Stewardship Program project)*

The undersigned, **Skagit Land Trust**, a Washington non-profit corporation (herein "Grantor" or "Landowner"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Skagit County**, a political subdivision of the State of Washington (herein "Grantee" or "County"), a temporary, non-exclusive easement ("Temporary Easement"), as provided herein. Landowner and County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Temporary Easement are further provided as follows:

**1. Nature and Location of Easement.** The Temporary Easement hereby granted by Landowner herein shall be a temporary easement to allow the County, the County's agents, employees, and contractors over, upon, across, through, a portion of real property located within and upon Landowner's Property, such Temporary Easement as legally described on *Exhibit "A"* and as further described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purpose of providing a temporary easement (and any related appurtenances thereto), including the right of ingress and egress with all necessary equipment for construction of the riparian restoration work, including any livestock fencing, under the Skagit County Natural Resource Stewardship Program (NRSP) as described in *Exhibit "C"*, attached hereto and incorporated by reference (herein referred to as the "Project"). A legal description for the Landowner's Property is attached hereto as *Exhibit "D"*, and is hereby incorporated by reference.

1.1 The County, through its Department of Public Works (Natural Resources Division), will perform the Project as described in Exhibit "C" under its Natural Resources Stewardship Program (NRSP) for the improvement and enhancement of water quality and fish habitat in Skagit County streams.

1.2 Landowner represents and warrants to the County that the Landowner is the legal owner(s) of the property described in Exhibit "D" (the "Landowner's Property"), and further represents and warrants to the County that there are no outstanding rights which interfere with this Temporary Easement agreement. The Landowner also acknowledges that a change in property ownership will not change the encumbrance of the Landowner's Property created by the terms of this Temporary Easement, and the Landowner agrees to inform any future owner of Landowner's Property of this Temporary Easement prior to sale or transfer of the Landowner's Property during the term of this Temporary Easement (as the terms of this Temporary Easement shall be binding on any subsequent owner[s] of the Landowner's Property for the duration of this Temporary Easement). The Landowner agrees to notify the County, within thirty (30) days of transfer, of changes in ownership during the term of this Temporary Easement.

1.3 Landowner agrees to inform the County (and the County's agents, employees, and contractors) of all safety hazards on Landowner's Property known to Landowner prior to the commencement of the activities described in Exhibit "C".

1.4 Landowner recognizes and agrees that County's agents may include, but are not limited to, Skagit Fisheries Enhancement Group and the Washington State Department of Ecology (only for the purposes of viewing, confirming project progress, and continued vegetation preservation during the term of this Temporary Easement).

1.5 Except as provided to the contrary by the terms of this Temporary Easement, the Landowner retains the right to control trespass on Landowner's Property, and Landowner shall retain all responsibility for taxes, assessments, and for any claims for damages to Landowner's Property.

1.6 Landowner recognizes and agrees that participation in the County's Natural Resource Stewardship Program does not eliminate or abrogate any jurisdictional authority, code requirements, or obligations required by any government entity including Skagit County.

**2. Use of Easement.** The County, County's employees, agents, and contractors shall have the right, with one (1) week notice, (or with such other notice as may be otherwise mutually agreed in writing by and between the parties), and during daytime hours, Monday through Saturday (unless otherwise arranged between the parties), to enter upon the Landowner's Property within the area of the Temporary Easement (as described and depicted in Exhibit "A"), for the purpose of constructing and implementing the Project (described at Exhibit "C") within the area of the Temporary Easement. Landowner shall not have the right to exclude the County, County's employees, agents, and/or contractors from the area of the Temporary Easement.

2.1 Project Components. This temporary easement includes the following components, as described in Exhibit "C": (1) initial site work, (2) monitoring and maintenance, and (3) project preservation.

2.1.1 Initial Site Work. The initial site work includes removal of existing beaver fencing, removal of invasive vegetation and replanting with native vegetation as described in Exhibit "C". Initial site work will be conducted within one (1) year of mutual execution of this agreement.

2.1.2 Monitoring and Maintenance. A Restoration and Maintenance Plan (Plan) has been developed for the Project and is included as Exhibit "C". In accordance with the Plan, Skagit County shall provide maintenance of vegetation for three (3) years after planting. The Landowner shall be responsible for plant preservation following this three (3) year period.



2.1.3 Project Preservation. Landowner agrees to preserve the Project in the same condition as exists at the time of Project completion and agrees to refrain from cutting, damaging, or otherwise harming any of the vegetation planted as part of the Project or in any way intentionally compromising the integrity of the Project for a period of ten (10) years from the date of mutual execution of this Temporary Easement agreement. Repair and maintenance of the fence is the sole responsibility of the Landowner, and except as provided in Section 2.1.2, the Landowner shall be responsible for all riparian restoration preservation required as part of the Project. Landowner may be required to reimburse the County for Project costs funded by the County in the event that the Landowner does not preserve the Project in accordance with the terms of this Temporary Easement.

2.2 The Landowner acknowledges that Landowner is voluntarily participating in the County's NRSP for riparian restoration (as described in Exhibit "C") that is the subject of this Temporary Easement and is permitting the Landowner's property to be used for such purposes pursuant to the terms of this Temporary Easement. The Landowner agrees that the Project (which consists of native vegetation planting and installation of fencing), when completed, will not now or in the future result in damages to the Landowner's Property, and that the County is not liable for any impacts to Landowner's Property resulting from the Project. The terms of this Section 2.2 shall survive the termination or expiration of this Temporary Easement.

2.3 The County agrees to be responsible for any damage arising from negligent acts of its employees, agents, or representatives on Landowner's Property in exercise of County's rights herein granted by this Temporary Easement. The County assumes no liability for any alleged damage to Landowner's Property resulting from this Temporary Easement, or from any source other than as may be expressly set forth herein.

**3. Termination of Temporary Easement.** The Project shall be considered complete following the completion of the activities described in Exhibit "C", including project maintenance activities. This Temporary Easement shall otherwise expire by its own terms ten (10) years from the date of mutual execution.

**4. Governing Law; Venue.** This Temporary Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the terms of this Temporary Easement shall be in Skagit County, State of Washington.

**5. Entire Agreement.** This Temporary Easement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. This Temporary Easement may not be modified or supplemented in any manner or form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties. Waiver or breach of any term or condition of this Temporary Easement shall not be considered a waiver of any prior or subsequent breach.

*Easement Only*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 11 2012

Amount Paid \$ *0*  
Skagit Co. Treasurer  
By *Ka* Deputy

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GRANTOR:

Skagit Land Trust, a Washington non-profit corporation:

By: Molly Doran, Executive Director

DATED this 27 day of MARCH, 2012.

STATE OF WASHINGTON

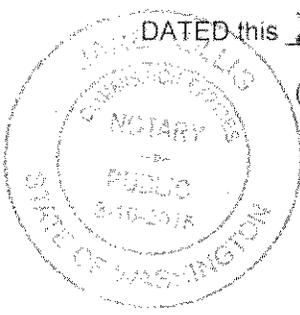
COUNTY OF SKAGIT

} ss

I certify that I know or have satisfactory evidence that **Molly Doran** as the Executive Director of the Skagit Land Trust, a Washington non-profit corporation is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was duly authorized to execute the forgoing instrument, and that she executed the forgoing instrument as her free and voluntary act for the uses and purposes herein mentioned.

DATED this 27 day of March, 2012.

(SEAL)



James Zullig  
Notary Public  
Print name: JAMES ZULLIG  
Residing at: 5000 Woolley WA  
My commission expires: 3-10-15



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GRANTEE:  
DATED this 9 day of April, 2012.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

ABSENT

Kenneth A. Dahlistedt, Chairman

Sharon D. Dillon  
Sharon D. Dillon, Commissioner

Ron Wesen  
Ron Wesen, Commissioner

Attest:

Linda Hummer

Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

Henry Hark  
Department Head

County Administrator

Approved as to form:

[Signature] 4/13/12  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Briece Kadman 4/4/2012  
Risk Manager

Approved as to budget:

[Signature]  
Budget & Finance Director



STATE OF WASHINGTON

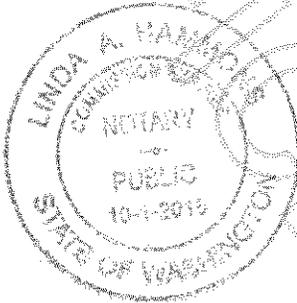
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlistedt, Sharon D. Dillon and/or Ron Wesen is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 9 day of April, 2012.

(SEAL)



Linda Hammons  
Notary Public  
Print name: Linda Hammons  
Residing at: Skagit County  
My commission expires: 10-1-2015



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**EXHIBIT "A"**

**TEMPORARY EASEMENT LEGAL DESCRIPTION**

The temporary easement area will be comprised of both parcels of the Landowner's Property (P35707 and P35708) in their entirety. The legal description of the Landowner's Property can be found at Exhibit "D".



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EXHIBIT "B"

GRAPHIC DEPICTION OF TEMPORARY EASEMENT AREA

Tope-Ryan Fencing & Planting Area

NRSP-SKCO 12-3-12

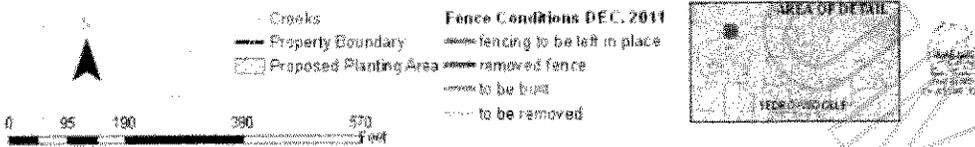
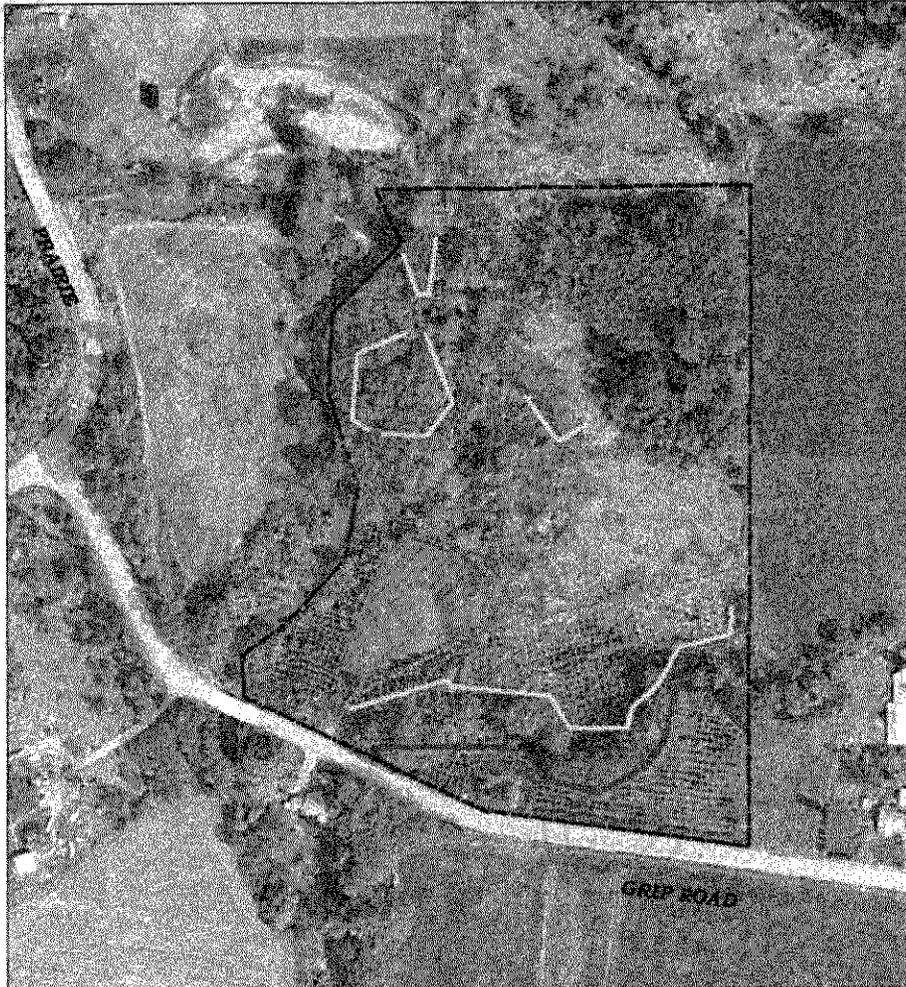


Figure 1. Skagit Land Trust site plan.

This easement includes the area required for removal of beaver fencing, control of invasive vegetation and replanting with native species.

Parcel Number: P35707 and P35808  
Address: 21073 Grip Road  
Sedro-Woolley, WA 98284  
Situate in the County of Skagit, State of Washington



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EXHIBIT "C"

RIPARIAN RESTORATION AND MAINTENANCE PLAN  
SCOPE OF WORK

The Project is designed to improve water quality, reduce sediment delivery and increase riparian shade in the Samish River and its tributary Swede Creek. The site is located near Sedro Woolley, Washington. The Project will involve removal of beaver fencing and restoration of vegetation within an existing CREP buffer. Areas that are replanted will be maintained for several years improve planting success. Key Project elements are depicted in Figure 1.

The land was acquired by the Skagit Land Trust in 1996, and later enrolled in a CREP project that involved planting conifer trees along the Samish River and Swede Creek. Subsequent colonization of the area by beaver prompted SLT to erect beaver fences to protect the planting. Beaver dams on Swede Creek have now flooded much of the area, and large parts of the CREP planting zone are no longer suitable for the conifer trees planted there. The proposed project will involve removal or clearing and reconstruction approximately 3,600 feet of beaver fencing that has trapped debris, blocked natural flows paths and is no longer functioning to protect the plantings. Plants suitable for the current frequently flooded hydrologic regime would be installed in 3 locations covering approximately 3 acres. Plants installed would include willow stakes, sweetgale, spirea, red osier dogwood and scattered black cottonwood, western red cedar and sitka spruce. All plants would be protected with Miracle tubes or spiral wraps; cottonwood and western red cedar would be protected using chickenwire caging. There should be about 2000 plants in total.

Maintenance of the planted areas will continue through 2014. Maintenance will consist of weedeating around plants, and hand spraying herbicide to control invasive plants. Maintenance will occur twice per season in the spring and fall. The landowner will provide SFEG with a copy of the CREP plan prior to initiating work. All work performed on site will be consistent with CREP maintenance standards and will not compromise existing plantings. The CREP manager will be notified of proposed planting and maintenance activities each season prior to implementation. The landowner will be notified at least 48 hours prior to any construction or maintenance activities. Protective tubes will be removed prior to project completion.



**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY**

Parcel A:

That portion of the Northwest quarter of the Northwest quarter of Section 3, Township 35 North, Range 4 East, W.M., lying north of the John Gripp Road, east of the center line of the Samish River, south of a line 330 feet south of an parallel with the north boundary line of said Section 3 and west of a line 510 feet east of and parallel with the west boundary of said Section 3, except road right of way.

Also except that portion thereof conveyed to the County of Skagit by deed recorded under Auditor's file number: 832888.

Parcel B:

That portion of the northwest quarter of the northwest quarter of Section 3, Township 35 North, Range 4 East, W.M., lying north of the John Gripp Road, east of a line 510 feet east of and parallel with the west boundary line of said Section 3, south of a line 330 feet south of and parallel with the north boundary line of said Section 3 and west of a line 835 feet east of and parallel with the west boundary line of said Section 2, except that portion thereof conveyed to the County of Skagit by deed under Auditor's file number: 832888.

Situate in the County of Skagit, State of Washington.



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